

El Dorado Collaborative

COLLABORATIVE PROTOCOL

Approved _____, 2001
Sacramento, California

INDEX

1. INTRODUCTION	4
1.1 Definitions	4
2.0 COMMUNICATIONS MECHANISMS AND GUIDELINES	5
2.1 Participant Mailing Lists	5
2.2 Public Meetings And Opportunity For Comment	5
2.3 Access to Public Information Files	5
2.4 Electronic Communication Mechanisms	5
2.5 Communication with FERC Staff	8
3.0 COLLABORATIVE PROCESS	8
3.1 Participation	9
3.2 Representation	9
3.3 Meetings	9
(a) <i>Plenary Meetings:</i>	9
(b) <i>Work Group Meetings:</i>	10
3.4 Preparation	10
3.5 Ground Rules	10
3.6 Facilitator Responsibilities	11
3.7 Decision-Making	12
(a) General Process:	12
(b) Records of Discussions:	12
(c) Caucus:	12
(d) Meeting Agendas:	12
(e) Decisions by Consensus:	13
(f) Agreement:	13
(g) Decision Development and Documentation:	13
(h) Decision-making:	13
(i) Proposing A Decision	13
(i) Informing A Decision	14
(j) Determining Agreement	14
(k) Managing The Outcome	14
3.8 Resolving Disputes	15
(a) <i>Compromise and Good Faith Efforts:</i>	15
(b) <i>Informal Efforts to Resolve Disputes:</i>	15
3.9 "Single Text" Approach:	15
3.10 Document Editing Protocol	16
(a) <i>Considerations:</i>	16
(c) <i>Participants' Edits To Base Document:</i>	16
(d) <i>Role Of The Facilitator/Editor:</i>	16
3.11 Media/Public Statements/Confidentiality	17
(a) <i>Not for Attribution:</i>	17
(b) <i>Process Updates OK; Substance Covered After Full Consensus:</i>	17
(c) <i>Sharing Information for Organizational Decisions:</i>	17
(d) <i>Confidentiality Agreements Defined and Upheld:</i>	17
(e) <i>Proprietary Information:</i>	18
3.12 Rights In Other Forums	18
3.13 Ending The Collaborative	18

4.0 AMENDING THE COLLABORATIVE PROTOCOL	18
5.0 Signature	19

El Dorado Collaborative Protocol

El Dorado Project (Project No. 184)

1. INTRODUCTION

In February 2000 the El Dorado Irrigation District (“District” or “EID”) filed with the Federal Energy Regulatory Commission (“FERC”) an Application for New License (“Application”) regarding FERC Project 184 (“P-184”). The District and the P-184 stakeholders believe that a collaborative approach to the Application is in the public interest. Central to this collaborative approach is the reaching of a final settlement agreement by March 31, 2003.

All Participants agree to engage in the P-184 collaborative process with the goal of executing a settlement agreement by March 31, 2003, which attempts to resolve all issues in support of FERC issuing a new license for Project No. 184. The Participants recognize that the collaborative may not solve all issues but endeavor to resolve as many as possible. The settlement may include, on a case-by-case basis, mutually acceptable resolution of Participants’ disputes that are related to the future operations of P-184 but that are or may be considered outside of FERC’s jurisdiction. The primary purpose of the settlement agreement is that any settlement agreement be used as the basis for regulatory approvals needed for license issuance.

This Collaborative Protocol (“Protocol”) will document communications and provide public access to information relevant to relicensing. In addition, this Protocol, reflecting the up-front input and support of key stakeholders, describes and sets forth guidelines for the collaborative process. The collaborative will review the Protocol from time to time as necessary.

1.1 Definitions

Collaborative Participant

“Collaborative Participant” is defined as the El Dorado Irrigation District, USDA Forest Service, California Department of Fish and Game, California State Water Resources Control Board, Alpine and Amador counties, National Park Service, El Dorado County Water Agency, Chris Shutes, El Dorado County Citizens for Water, AKT Development, Trout Unlimited, and Friends of the River. All Collaborative Participants may participate in any collaborative subgroup. Additional parties may become Collaborative Participants upon agreeing to accept this Protocol.

Other Participant

“Other Participant” anyone who is not a Collaborative Participant can be an Other Participant. Other Participants may casually observe meetings, submit written comments, or participate in some other manner. Other Participants are expected to honor the expectations for Participants established in this Protocol.

Participant

“Participant” or “Participants” includes both Collaborative Participant and Other Participant.

Plenary Group

“Plenary Group” means all of the Collaborative Participants.

Work Groups

“Work Groups” means Work Groups formed by the Plenary Group to address particular issues or accomplish discrete tasks.

2.0 COMMUNICATIONS MECHANISMS AND GUIDELINES

2.1 Participant Mailing Lists

The District will maintain mailing lists of Participants that will include name, organization, address, telephone, and e-mail address, if applicable.

2.2 Public Meetings And Opportunity For Comment

The collaborative may periodically conduct public meetings as determined appropriate.

Oral and written comments will be welcomed on study plans, study reports, and other applicable documents during the collaborative process.

2.3 Access to Public Information Files

Filings with FERC in FERC Docket Project-184-065, records of discussions as defined in section 3.7(b), below, Formal Communication e-mails as defined in section 2.4(b), Participant mailing lists, meeting notices, and technical data and other documentation developed during the collaborative process will be provided to the public via four mechanisms:

- FERC's Records and Information Management System (RIMS) located at FERC's Home Page (www.FERC.gov).
- FERC's Public Reference Room during normal business hours (8:30 a.m. to 5:00 p.m. Eastern time) at 888 First Street, N.E., Room 2A, Washington, DC 20426.
- A Public Information Library established and maintained by the District at its offices in Placerville.
- P-184 Relicensing Website established and maintained by the District.

2.4 Electronic Communication Mechanisms

A significant percentage of the P-184 potential Participants contacted by the District have identified the internet as the mechanism of choice for sharing and accessing information and materials related to P-184 relicensing. Participants will emphasize the use of electronic media in managing and disseminating materials and conducting the collaborative process and will utilize an electronic format for documents that is accessible by the majority of Participants. While unable to provide Participants with hardware or software for this purpose, the District will make serious attempts to accommodate Participants with differing electronic media needs.

Because of its need to inform all Participants of important activities and to provide them with necessary documents while also controlling the costs of this relicensing process, the District will utilize e-mail as the preferred form of communication. Participants should inform the District in writing (including by e-mail), if a hard copy of materials is required. In the interest of limiting excessive duplication of mailings sent to Agencies, copies of each notification will be sent to identified representatives of each Agency or organization. The District will maintain a list of these representatives requesting hard copies of materials.

(a) P-184 Relicensing Website – www.project184.org

The District will no later than sixty (60) days from the date this Protocol is signed by the parties listed at section 5.0 develop and thereafter maintain a website designed to support and facilitate the P-184 relicensing process. This Website has several integrated functions:

- A tool to educate interested persons (descriptions of P-184, collaborative process, resource agency management goals and principles of mutual-gain negotiation).
- A tool to inform interested persons of licensing proceedings and collaborative activity (meeting notices, status reports, meeting summaries, regulatory milestones, collaborative milestones/schedule).
- A mechanism for the public to provide input to the District and other participants in the collaborative process.
- An accessible, downloadable repository for technical reports, maps, public correspondence, legal documents, meeting notes, and Participant lists.
- A central location for various "single text" documents where interested persons can review and provide comment (e-mail) and for use by collaborative participants engaged in Work Group assignments.

The District intends that the Website will be "user-friendly" and will:

- Have a thorough table of contents
- Be searchable
- Include a "what's new button" -home page prompt of new documents or collaborative activity
- Provide download capability:
- Maintain single text documents in a form that allows separate chapters of the document to be downloaded without downloading the entire document.
- Maintain large and detailed maps and figures in a file separate from the main text, so that downloading of text is faster.
- Maintain figures and maps in formats which allow downloading by the participants.
- Maintain documents scanned for viewing in the web site will be scanned into a format that results in the smallest file size possible, to allow for quicker downloading.
- Have an E-mail connection for public input.

The District requests that, where possible, and not provided for otherwise, correspondence and documents be sent via e-mail or disk for posting to the website. Hard copies will, if necessary, be scanned by the District and then posted to the website. (Copyrighted material will not be posted without written release from the copyright holder.)

(b) E-Mail: Specific Functions And Procedures

Formal Communication E-Mail: Defined as e-mails between the District, Participants and FERC facilitators which address substantive matters related to P-184 relicensing (i.e. formal noticing of public meetings and relicensing

proceedings, comments on Plenary Group and Work Group generated documents or statements in public meetings, responses to these comments, and officially providing a position on a matter which could affect the relicensing process and its outcomes).

- Because Internet access is not universal, public notices and announcements will also be sent by mail to those Participants who have requested hard copies.
- Unless the author indicates that an E-mail is a "Formal Communication", an e-mail will not constitute a "Formal Communication."
- Formal Communication e-mail will be available in the public information room and on the relicensing website.
- Formal Communication notification will be provided to Participants when new key documents or versions of key documents are posted on the District website for public review and comment.
- Participants may formally request the District to provide copies of documents from the website or transmitted as an attachment to an e-mail.
- Participants who formally request the District to send a hard copy of a document must provide a proper mailing address.
- Participants must send or copy "Formal Communication" e-mails to the following District relicensing e-mail address (_____)

Informal E-Mail: Defined as any e-mail between Participants which a) does not address matters of substance (i.e. coordination, process/procedural questions, clarifying questions on technical processes, personal exchanges, etc.) or, b) is considered offline communication for purposes of organizing, reconciling and informing resource and process interests and goals prior to presenting them to the Plenary Group or a Work Group.

- If appropriate, informal but useful e-mail between Participants should be copied to the District for possible inclusion in the public file.
- Public agencies are subject to federal and state "sunshine" laws (FOIA, California's Public Records Act), so, subject to certain exceptions, any communications received or transmitted by the agency are generally part of the public record, and thus are not generally confidential and may generally be reviewed by the public upon request.
- A function on the District website will enable stakeholders to post informal comments on P-184 and the relicensing process.
- Due to the possible volume of informal traffic, the District cannot commit to a reply.

2.5 Communication with FERC Staff

Except for FERC staff assigned as facilitators (see section 3.6 below), communications with FERC staff shall be in accordance with FERC's established rules of procedure and practice, including 18 CFR § 2201.

To the extent consistent with FERC regulations, active FERC involvement will be encouraged for maintaining progress and alignment with FERC policies and practices. The Plenary Group invites the FERC El Dorado relicensing group leader, fisheries biologist, or other group member, to attend the Project No. 184 collaborative meetings whenever possible.

3.0 COLLABORATIVE PROCESS

Mutual Goal:

Participants will all strive to reach a settlement agreement within the necessary timeframe, identified as no later than March 31, 2003.

Participants will try to identify and study the full set of issues early, and work continuously, to resolve as many issues as possible through this process. Participants will all strive to reach a settlement agreement that is mutually satisfactory for all Participants involved, and meets resource agency mandates that will be submitted to FERC for use in regulatory approval.

Participants will strive to develop proposed license terms and conditions as part of this settlement agreement. Participants anticipate that participating staff of agencies with mandatory conditioning authority (except SWRCB) will recommend that any settlement agreement, or relevant portions thereof, serve as the basis for mandatory license conditions. Participating staff of agencies with "mandatory conditioning authority" agree to participate in the collaborative process with the goal of reaching a settlement agreement; however, the agencies maintain their independent statutory authority to condition the license.

With regard to SWRCB, notwithstanding any provision of this Protocol to the contrary, the following describes the SWRCB's role in this collaborative process. It is the stated policy of the SWRCB to promote voluntary settlements among the parties to adjudicative proceedings before the SWRCB, and to assist applicants and members of the public by providing them with information concerning requirements applicable to SWRCB approvals. The SWRCB will participate in the collaborative process in order to help guide the parties towards a settlement that is likely to obtain the necessary regulatory approvals. The SWRCB has further stated that the requirements for the SWRCB to avoid bias, prejudice, or interest in contested matters subject to its approval prevent the SWRCB from making any prior commitment as to the outcome of the SWRCB's decision-making process. The Participants anticipate, however, that a settlement agreement, or relevant portions thereof, is likely to form the basis of approval by the SWRCB if the settlement agreement, or relevant portions thereof, takes into account any concerns raised as part of the collaborative process by SWRCB staff, and all other participants approve the settlement agreement. See Attachment A for the SWRCB Collaborative Process Participation Statement.

The District, in consultation with the Plenary Group, will prepare and file with FERC detailed quarterly reports that will include descriptions of decisions and/or progress made, and provide copies of completed environmental studies as set out in the schedule attached to the letter sent to FERC in November, 2001.

3.1 Participation

- (a) All Participants can attend collaborative meetings.
- (b) Each Participant and all meeting attendees agree to abide by this Protocol.

3.2 Representation

(a) Attendance of Meetings: Collaborative Participants agree to make a good faith effort to have a representative attend every Plenary meeting and every meeting of each Work Group of which the Collaborative Participant is a member. If a Collaborative Participant is unable to have a representative attend a meeting, the Collaborative Participant will provide the FERC facilitator or Work Group chair with its input prior to the meeting or, alternatively, notify the facilitator of its proxy representative.

(b) Collaborative Participant Representative: Each Collaborative Participant will identify one individual to speak for that Collaborative Participant in any given action or decision by the collaborative. The individual so identified will have the necessary authority to speak on behalf of the Collaborative Participant. Each Participant's individual representatives to the collaborative are responsible for keeping their organizations or constituencies informed of the status and actions of the collaborative.

(c) Continuity: Each Participant should strive to maintain the participation of a consistent representative. Because this is not always possible, however, the Participant wishing to substitute another representative should inform the Plenary Group as early as possible about their chosen alternate.

(d) Clarity of Representatives' Role: Representatives should clearly identify their role and ability to make decisions for their organization and explain the decision-making process within their organization, so that Participants understand others' decision-making authorities and so that progress is achieved as efficiently and effectively as possible. Representatives will make every effort to inform the Plenary Group of the legal review requirements and time required to conduct any necessary internal review in order to avoid delay in the settlement process.

3.3 Meetings

Representatives of Collaborative Participants are encouraged to attend collaborative meetings in person. It is recognized that limited financial, organizational or time resources may make it difficult for some Participants to provide the level of availability necessary for a successful collaborative. For this reason, efforts will be made to identify and provide flexible and productive means for participation including participation by toll-free teleconferencing.

(a) Plenary Meetings:

Collaborative Participants will determine the schedule of Plenary meetings. The initial schedule is as follows: November 13, 2001; December 10- 11, 2001; January 14-15, 2002; February 11-12, 2002; March 11-12; April 8-9, 2002; May 13-14, 2002; June 10-11, 2002; July 8-9, 2002; August 12-13, 2002; September 9-10, 2002; October 15, 2002; November 12, 2002; December 9-10, 2002; January 13-14, 2003; February 10-11, 2003; and March 10-11, 2003. During the settlement agreement negotiations, Plenary meetings may be convened more than once per month. In the initial phase the plenary meeting's purpose and focus will

be on assigning, reviewing and finalizing outputs from participant work groups. During settlement agreement negotiations, most of the collaborative work will take place in the plenary context.

The Plenary Group will determine the location for Plenary meetings (it is understood that most meetings will be held in Sacramento County, CA).

(b) Work Group Meetings:

Much of the collaboration and productivity in the collaborative process will occur at the Work Group level.

Work Groups are expected to accomplish much of their work through a combination of meetings, teleconferencing with the support of e-mail, and using the website for document preparation, review, comment and agreement. Work Group teleconference calls will be summarized in writing and distributed by the facilitator or the District. If the facilitator or the District is not directly involved in the teleconference, the initiator of the call is responsible for providing a written summary to the District for inclusion in the public record.

Work Group meetings will be held in a location determined by the group.

To make the most of limited meeting time, members of the public, agencies, and institutions with similar interests are encouraged to engage in informal caucuses between meetings to evaluate and work on issues and solutions.

3.4 Preparation

The collaborative process for P-184 is a significant undertaking in a complex process. To assist participants in understanding the process and to improve the effectiveness, efficiency and quality of the process, it is encouraged that there be information and, as appropriate, training on collaboration/negotiation, relicensing and NEPA/CEQA and technical processes. Being informed early and throughout the process will assist with the overall likelihood for success.

Materials to be reviewed prior to each Plenary meeting should, if at all possible, be distributed a minimum of one week prior to the meeting to allow adequate time for review. More time may be required if a decision related to the materials is to be made at the meeting. Meeting agendas shall be distributed at least one week ahead of the meeting.

3.5 Ground Rules

Infractions of the ground rules listed below will be assessed by the Plenary Group and may result in the group's request for a replacement representative.

- Listen To and Respect Each Other: Participants and their representatives will be respectful of one another. This includes the avoidance of personal or institutional attacks and stereotyping within the collaborative or in public.
- Be Prepared: Participants agree to read background information provided before each meeting or work group session and be prepared to effectively discuss topics on the agenda or engage in work group activity.

- Commit to the Success of the Process: Commitments will not be made lightly and will be kept. Participants will work to achieve progress and outcomes, and delay will not be employed as a tactic to avoid an undesired result.
- Disagreements Solved When Possible: Apply mutual gains approaches. Disagreements will be regarded as challenges to be solved rather than battles to be won. All Participants will seek mutual gain solutions.
- Communicate Interests and Roles Clearly: Each Participant is responsible for communicating its interests clearly and early. Voicing these interests will enable meaningful dialogue and full consideration of the interest in the collaborative. For resource agencies, this includes communicating their management objectives upfront. For the District, this includes informing the Participants about the proposed operations and economic needs. Non-governmental organizations should communicate their goals. Also, agencies with mandatory conditioning authority should clarify their role in relicensing and how their authority will be addressed through the relicensing process.
- Act in Good Faith: In the interests of reaching agreement, Participants are expected to make compromises in some areas to the extent permitted under state and federal law. This means that those participating will make good faith efforts to address the concerns of others so that most Participants can agree or live with the recommended interim outcomes and recommended terms and conditions. Participants agree to participate in a free, open, and mutually respectful exchange of ideas, views and information prior to achieving consensus. Participants or the organizations they represent or report to may not use comments, offers or positions made during the collaborative for any purpose outside this process. Personal attacks will not be tolerated, and all Participants will be given an equal opportunity to be heard.
- Open Discussion by All: Open discussion by all Participants is encouraged.
- Leave "Baggage" at the Door: Many Participants involved have worked with each other or each other's organizations in other arenas, either other relicensings or other activities. The P-184 collaborative process should be viewed as a fresh start, where positive, open relationships can be established and maintained irrespective and isolated from past or current other activities.
- No "Gunnysacking": Participants should not hold back issues or concerns; rather they should raise concerns early.

3.6 Facilitator Responsibilities

(a) Facilitators: FERC will facilitate the collaborative with separated staff.

(b) Role of Facilitators: The FERC facilitators are expected to remain neutral and to actively manage the collaborative process. The role of the FERC facilitators includes developing draft agendas, chairing Plenary Group and Work Group discussions as appropriate, providing technical and procedural insights, and working to build consensus to reach a settlement agreement. The FERC facilitators will also prepare meeting summaries, assist in locating and circulating background materials and materials the Work Groups develop, and perform other functions requested by the collaborative.

This includes:

- Developing draft agendas and distributing them at least one week in advance of meetings.
- Setting deadlines.
- Coordinating Work Group sessions and assignments.
- Keeping the collaborative on schedule.
- Moderating Plenary meetings and Work Group sessions as appropriate (conference calls and face-to-face sessions).
- Providing counsel and insight to the group on substance and process.
- Promoting compliance with this Protocol and ground rules.
- Working with all Participants in the meetings and between meetings to build consensus to meet the goals of the collaborative process.
- Preparing meeting summaries.
- Assisting to develop visual aids for meetings.
- Assisting with locating and circulating background materials and Work Group products.
- Helping the group accomplish its objectives.
- Helping guide discussion.
- Tracking actions, next steps.
- Asking why, to clarify Participants' interests, concerns.
- Helping involve all.

3.7 Decision-Making

The intended product of this collaborative process is a settlement agreement by March 31, 2003, which, if an agreement is reached, will be submitted to FERC for use in regulatory approvals. The goal is to reach consensus among all participating members including federal, state, and local agencies; tribes; non-governmental organizations; individuals and organizations from the local and regional community; and, the District.

(a) General Process: The collaborative will focus on interests rather than positions and will work toward an agreement that satisfies as many interests and needs as possible. The general process the collaborative will follow will be: (1) set goals and protocols, (2) identify interests and needs, (3) gather and evaluate information, (4) generate multiple options, and (5) seek a consensus settlement.

(b) Records of Discussions:

The record of discussions of the Plenary Group will be recorded by the FERC facilitators, and major topics and points of discussion will be recorded on flip charts during the meetings. The FERC facilitators will provide an informal summary of each meeting verbally at the conclusion of the meeting and in a written form that is distributed to Participants as soon as possible after the meeting. The informal summary will focus on decisions reached, open issues, action items and schedule status. The FERC facilitators will maintain these records of the collaborative, and will provide copies of documents in the record upon the written request of any Participant. Certain portions of the collaborative record are only for purposes of reaching settlement, and are to be kept confidential within the collaborative and not voluntarily disseminated to non-participants, consistent with section 3.11(d), below, and to the extent permitted by state and federal law.

(c) Caucus: Any participant may call for a caucus at any time during any Plenary Group or Work Group meeting.

(d) Meeting Agendas: The agenda for each meeting will be developed by the FERC facilitators with input and assistance by the Participants. Agendas for any Work Group

meetings will be developed by the Work Group chair with input and assistance by the Work Group members.

(e) Decisions by Consensus: The Participants will make decisions by consensus. Consensus means that all parties to a given decision can “live with” the decision. For all decisions the collaborative makes, the FERC facilitators will call the decision to question, asking Participants if they can live with the decision. Participants will “speak-up” and respond to all decisions that are put to question.

(f) Agreement: The Participants recognize that tentative decisions and agreements made during the collaborative are the necessary basis for final settlement. No Participant is bound by tentative decisions and agreements until the Participant executes the final settlement agreement. Any final settlement agreement will be recorded and filed with FERC. The collaborative may, by consensus, release information to FERC prior to reaching a final settlement for inclusion in FERC’s Environmental Assessment process.

(g) Decision Development and Documentation: All decisions and agreements will be documented in writing. The Participants will use a “single text” approach (as described in section 3.9, below) for development of decisions and agreements. This simply means that all comments on written documents under consideration by the Participants will be made on the actual document, so the comments can easily be understood, shared and integrated into a revised text. The FERC facilitators will maintain a cumulative record of decisions reached, which will be distributed to Participants with each meeting summary.

(h) Decision-making: Decision-making will entail four basic steps: proposing a decision; informing a decision; determining agreement or disagreement; and managing outcomes.

(i) Proposing A Decision

- Any Participant or the facilitator can request that a decision be made on a matter related to the collaborative process.
- It is recognized that decisions will be of varying degrees of magnitude and the effect or implications of a decision should be made clear to all present.
- Where decisions are document based: to encourage quality and efficiency it is preferable to have available initial input from Participants and draft material (study plans, protocols, agreements, etc,) for review. Decisions can then be finalized through single text negotiation as clarified below.
- Interim decisions can be requested by the facilitator or any Participant to allow work to proceed, with the option to reconsider the matter at a later date.
- Collaborative Participants will determine the appropriate decision-making venue and necessary level of Participant involvement (i.e., in an ongoing meeting with only those present, a future meeting, Work Group or Plenary, use of telephone or write-in "votes"). This will be based on the collaborative's determination of decision significance.
- Any Participant has the right to participate in a decision and Participants and the facilitator can postpone a decision if it is felt that other Participants should be present.
- If action items are developed it should be clearly identified who is responsible for that action item and by what date it will be completed.
- Key decision points will be identified in the schedule so that progress can be made toward the settlement agreement.

(j) Informing A Decision

- Participants agree that the primary basis for sound decision-making will be solid, critically peer reviewed, measurable and objective science, including social science. Every effort will be made to incorporate and abide by this principle early and throughout the collaborative process. The group will use science, economics and other tools to acquire the best available information for effective decision-making. This will greatly reduce conflict in developing the settlement agreement.
- To facilitate decision-making on technical matters, Participants will be offered a series of basic technical workshops early in the process. While "expert" participants are expected to clarify technical matters or opinions for "non-expert" participants, these technical workshops are intended to promote efficiency and understanding in Plenary meeting and Work Group decision-making.
- When Work Groups present their activities and outcomes to Plenary meetings, the Work Group should strive to use, to the greatest extent possible, laymen's language.
- When appropriate, the collaborative will consider using experts, including, for example, experts from universities or other research institutions, to conduct peer review; Funding, if required, will be determined on an ad hoc basis.

(k) Determining Agreement

- Agreement can range from "I can live with it" to "yes, I agree."
- Consensus is defined for this process as agreement by all.
- One vote or say per organization.
- Silence is not endorsement.
- Agencies with mandatory conditioning authority must be up-front on non-negotiable issues and these should not be voted on. Agencies must explain specifically why issues are non-negotiable and identify what interpretation, latitude, or trade offs may be possible.
- Likewise, other agencies, NGOs and the licensee are expected to clarify for the group early on what, from their perspective, is non-negotiable, a "show stopper".
- Where a Participant disagrees on a decision, the reasons for this disagreement must be: solicited by the group or facilitator; clearly described by the dissenting participant; and, recorded by the notetaker.

(l) Managing The Outcome

- Dissenting views will be clearly explained and documented.
- Participants who are in the minority on a given decision point will be provided an opportunity to explain their point(s) of view by adding to the body of information presented and/or articulating specific concerns and/or presenting possible alternatives and supporting reasons.
- The facilitator will maintain a "bin list" of issues or matters where consensus was not achieved and present these for reconsideration and possible resolution at appropriate future points in the process.
- The settlement process is based upon reaching a consensus settlement within the stipulated time frame; disagreement by an individual Participant will not be allowed to serve as a veto to the final settlement.
- Formal decisions will be documented.

3.8 Resolving Disputes

The Collaborative Participants have concluded that dispute prevention is preferable to dispute resolution. However, when disputes inevitably arise, it is intended that efforts to resolve a dispute focus on alternative dispute resolution methods and pursue each of the following approaches before proceeding to the next one:

(a) **Good Faith Efforts:**

In the interests of reaching agreement, Participants are expected to make good faith efforts to address the concerns of others so that most Participants can agree or live with the interim outcomes and do not object to the terms and conditions. It is recognized that each Participant may not find the resulting decision or settlement to be optimal in relation to its preferred outcome, but that the overall outcome will be beneficial to its interests as well as those of the other Participants.

(b) ***Informal Efforts to Resolve Disputes:***

The facilitator and Participants shall make every reasonable effort to resolve disputes amongst Participants including: offline mediation by the facilitator; determining whether additional studies could be undertaken to provide new information necessary to resolve the dispute or, forming a Work Group to focus specifically on the matter in question.

3.9 "Single Text" Approach:

Participants in Work Groups and Plenary meetings will use a "single text" approach for development of decisions, agreements and process guidelines. All comments by the Participants on written documents under consideration in or among Work Groups and Plenary meetings will be made on the actual document in question (whether paper or electronic), so the comments can easily be understood, shared and integrated into a revised (iterative) text.

The facilitator will ensure that a cumulative record of the decisions reached on a given document is maintained to serve as back up and to help Participants move forward through the iterative process. The facilitator will also be responsible for providing the latest revised text to participants with each Work Group meeting or Plenary meeting summary (meeting record).

The final document from the Work Group level will then be provided to a Plenary meeting for further discussion. In this fashion, several individual documents from Work Groups may be merged into a larger "single text" at the Plenary meeting level.

This individual "single text" approach will greatly enhance the ability of Work Groups to conduct their efforts by teleconference with an e-mailed version of the "single text" in question.

In developing the final settlement agreement, Participants will use one "single text" of the evolving agreement, which will provide a detailed cumulative record of all comments, decisions, and agreements. The facilitator is responsible for maintaining this cumulative record in a "single text" and will provide the latest version to Participants along with the separate meeting summary.

3.10 Document Editing

(a) Considerations:

- Participants may have different computer operating systems and word processing software.
- Some Participants do not have access to e-mail and will want mailed or faxed copies of text.
- To maintain consistency, the facilitator should be the clearinghouse for text edits, receiving individual mark-ups and comments and incorporating them in a single text.

(b) Base Document:

An original document will be provided to Participants for review, editing and comment. The format of this document is as follows:

- All documents will be named using a consistent format.
- The base document will be identified by v 1 in its filename (example: bcprotv 1).
- A header will indicate that the document is Draft.
- A footer will contain the name/version of the document (autotext), and the date and time (typed in by the facilitator/editor so that it doesn't update when it is opened).

(c) Participants' Edits To Base Document:

Participants are to review the text provided and provide their edits and comments back to the facilitator or Work Group chair or other individual designated by the Plenary Group. The returned version should clearly indicate its origin. The document will be provided by e-mail in the appropriate format for the recipient (MS Word 97) and they are asked to use the following generic word processing features to indicate their edits and comments:

- For changes, use the Tools/Track Changes feature in MS Word.
- To comment on an aspect of the text, use bold brackets [] and "**bold**" text.
- For Participants receiving the document by fax or mail, mark-up the document by hand and return to the facilitator.

(d) Role Of The Facilitator/Editor:

After the individually edited documents have been received, the facilitator/editor will combine the edits and comments in a single text for re-distribution. The following conventions will be used:

- The title of the document will be changed to reflect the new version (e.g., v2).
- The footer will reflect a new date and time in addition to the new version.
- Deletions will be reflected by "strike out" and additions "underlined".
- The editor will identify the author of substantive edits.
- When edits conflict, the alternatives will be presented in sequence.
- Simple grammatical, spelling, or format revisions will not be highlighted in the subsequent version to enhance readability (Participants may request from the facilitator a version that shows all changes).
- Participants will receive a copy of the text reflecting all comments and edits for discussion/reconciliation/negotiation.
- For each version and round of reconciliation Participants will be provided with a text reflecting only currently outstanding edits and comments.

- When appropriate, during the course of text-based discussions/negotiations, points of agreement will be documented .

By comparing any given version of the text to the original v1 document using MS Word "Compare Documents", a text showing the record of editing can be produced for the record and/or for reference.

3.11 Media/Public Statements/Confidentiality

(a) Not for Attribution:

Generally, positions taken and views expressed within the collaborative process should not be attributed to individuals or their institutions in other forums or through the media. Violation of this rule will be raised and addressed through the collaborative process.

(b) Process Updates OK; Substance Covered After Full Consensus:

Public updates on process can be shared with the media or in public venues once they are agreed to by the Collaborative Participants. It must be made clear, however, that these are not final agreements until the settlement agreement is signed. Discussions on potential agreements should not be shared with the media, or in public venues until after the Collaborative Participants complete them, and approve them for public disclosure.

(c) Sharing Information for Organizational Decisions:

The Participants recognize that proposals under discussion will need to be discussed within organizations participating in the process. Participants may describe topics under discussion and, if necessary, inform their governing entities of positions of various Participants. All Participants agree to make good faith efforts to accurately describe Participants' positions and needs and to maintain the general confidentiality and respect for others required by this process.

(d) Confidentiality Agreements Defined and Upheld:

The collaborative process generally will consist of two distinct sub-processes. The first sub-process is designed to be a forum to obtain information. The second sub-process is designed to be a negotiation forum. In order to address both phases in a manner that balances the need for an open process and free and open discussion, the Plenary Group establishes the following confidentiality rules with regard to each phase. In the first, it is anticipated that most information will not be of a confidential nature. Where a Participant desires information to be confidential, it will be expressly stated that the information is offered to the group on that basis. In the second phase, which will involve more exploration of possible solutions, it is anticipated that more discussion will be of a confidential nature.

All Participants agree, to the extent permitted by state and federal law, not to divulge information shared by others in confidence. Some information may be confidential under California or other applicable law. An example is information on Native American graves, cemeteries, and sacred places. It is the responsibility of a Participant providing information that is confidential under applicable law to identify the information and inform the group. Participants may be requested to sign a confidentiality agreement prior to receiving the confidential information to the extent permitted by state and federal law. All Participants will abide by such a confidentiality agreement and applicable law pertaining to confidential

information. To the extent that non-confidential data or information is draft, preliminary or otherwise qualified, and if Participants use such data/information outside of the context of the P-184 relicensing process, they will appropriately qualify the data/information. The P-184 collaborative process will also involve negotiations of disputed issues that include an effort to reach a written settlement agreement. Settlement offers and negotiating positions may be made in confidence, and Participants will not disclose offers made in confidence outside of their respective organizations, or use them as evidence, admission, or argument in any adjudicatory proceeding.

(e) Proprietary Information:

Participants agree to disclose non-proprietary or non-confidential information that may assist the collaborative in reaching a settlement agreement. Each Participant will make an effort, if at all possible, to disclose information which is proprietary and/or confidential to it that is essential to the process. If a Participant chooses not to disclose the information, it will provide alternate non-proprietary or non-confidential information intended to be useful to the collaborative.

3.12 Rights In Other Forums

Participation in this collaborative process does not limit the rights of any organization or individual. Participants will make good faith efforts towards this collaborative's success. However, if litigation or other action outside this collaborative process is initiated, Participants will make a good faith effort to notify other Participants in advance, except for any Participant investigating or initiating an enforcement action pursuant to applicable law.. Participants recognize that actions taken outside this collaborative process could affect the terms of agreement and Participants' continued good faith participation in the process.

3.13 Ending The Collaborative

The District may withdraw from the P-184 collaborative process at any time after providing at least 60 days notification to the Collaborative Participants and complying with section 3.8 (a) and (b) of this Protocol. Participants other than the District also may withdraw from the P-184 collaborative process at any time. However, prior to withdrawing from the collaborative process, such Participant will explain at a Plenary Group meeting its reasons for withdrawing.

The collaborative may be halted upon consensus of the Participants or if the facilitator determines that progress toward settlement has halted and key Participants are no longer willing to commit to the process. The departure of one or more Participants does not halt the collaborative if the District and the remaining Participants choose by consensus to continue. In the event the District withdraws from the collaborative process, the FERC-facilitated collaborative process will end.

4.0 AMENDING THE COLLABORATIVE PROTOCOL

This Protocol serves as the framework for further additions by Collaborative Participants. Additions and changes can be made with the consensus of Collaborative Participants, but must be documented and added to the record of the relicensing proceedings.

5.0 Signature

Each Participant agrees to abide by this Protocol. Each person signing below warrants that he or she has been duly authorized by the Participant that they represent to enter into this agreement on behalf of that Participant. Any violation of this Protocol does not create a civil cause of action. A violation of this Protocol will first be addressed by the Plenary Group and will be resolved according to the process set forth in Section 3.8. However, all Participants reserve their respective rights under the confidentiality provisions of this Protocol and Participants are not required to utilize or exhaust Section 3.8 as a prerequisite to enforcing such confidentiality provisions.

EL DORADO IRRIGATION DISTRICT

By:
Name:
Title:
Date:

USDA FOREST SERVICE

By:
Name:
Title:
Date:

USDOJ NATIONAL PARK SERVICE

By:
Name:
Title:
Date:

CALIFORNIA DEPARTMENT OF FISH AND GAME

By:
Name:
Title:
Date:

CALIFORNIA STATE WATER RESOURCES CONTROL BOARD

By:
Name:
Title:
Date:

ALPINE COUNTY

By:
Name:
Title:
Date:

AMADOR COUNTY

By:

Name:

Title:

Date:

EL DORADO COUNTY WATER AGENCY

By:

Name:

Title:

Date:

EL DORADO COUNTY CITIZENS FOR WATER

By:

Name:

Title:

Date:

CHRIS SHUTES

By:

Name:

Title:

Date:

TROUT UNLIMITED

By:

Name:

Title:

Date:

FRIENDS OF THE RIVER

By:

Name:

Title:

Date: